

PERMIT

125.141 C

UNDER THE ENVIRONMENTAL CONSERVATION LAW

☒ ARTICLE 15, (Protection of Water)☐ ARTICLE 25, (Tidal Wetlands)☐ ARTICLE 24, (Freshwater Wetlands)☐ ARTICLE 36, (Construction in Flood Hazard Areas)

PERMIT ISSUED TO

Onondaga County Department of Drainage and Sanitation, c/o Mr. Kenneth Kaufman

ADDRESS OF PERMITTEE

125 Elwood Davis Road, North Syracuse, New York 13212

LOCATION OF PROJECT (Section of stream, tidal wetland, dam, building)

Midway between LeMoyne Avenue and Town Line Road to Route 298.

DESCRIPTION OF PROJECT

Alter the bed and banks of Ley Creek; dredge, clear and widen 9000 linear feet of the channel of Ley Creek, in the Towns of Salina and DeWitt. Work will necessitate and include relocating several utilities, and the construction of a sedimentation basin.

COMMUNITY NAME (City, town, village)

TOWN

Salina and DeWitt

COUNTY

FIA COMMUNITY NO.

DAM NO.

PERMIT EXPIRATION DATE

Onondaga

December 1, 1976

GENERAL CONDITIONS

1. The permittee shall file in the office of the appropriate Regional Permit Administrator, a notice of intention to commence work at least 48 hours in advance of the time of commencement and shall also notify him promptly in writing of the completion of the work.

2. The permitted work shall be subject to inspection by an authorized representative of the Department of Environmental Conservation who may order the work suspended if the public interest so requires.

3. As a condition of the issuance of this permit, the applicant has accepted expressly, by the execution of the application, the full legal responsibility for all damages, direct or indirect, of whatever nature, and by whomsoever suffered, arising out of the project described herein and has agreed to indemnify and save harmless the State from suits, actions, damages and costs of every name and description resulting from the said project.

4. Any material dredged in the prosecution of the work herein permitted shall be removed evenly, without leaving large refuse piles, ridges across the bed of the waterway or flood plain or deep holes that may have a tendency to cause injury to navigable channels or to the banks of the waterway.

5. Any material to be deposited or dumped under this permit, either in the waterway or on shore above high-water mark, shall be deposited or dumped at the locality shown on the drawing hereto attached, and, if so prescribed thereon, within or behind a good and substantial bulkhead or bulkheads, such as will prevent escape of the material into the waterway.

6. There shall be no unreasonable interference with navigation by the work herein authorized.

7. That if future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State; and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

8. That the State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

9. That if the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the owner.

10. All work carried out under this permit shall be performed in accordance with established engineering practice and in a workmanlike manner.

11. If granted under Articles 24 or 25, the Department reserves the right to reconsider this approval at any time and after due notice and hearing to continue, rescind or modify this permit in such a manner as may be found to be just and equitable. If upon the expiration or revocation of this permit, the modification of the wetland hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.

12. This permit shall not be construed as conveying to the applicant any right to trespass upon the lands or interfere with the riparian rights of others to perform the permitted work or as authorizing the impairment of any rights, title or interest in real or personal property held or vested in a person not a party to the permit.

13. The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way which may be required for this project.

14. If granted under Article 36, this permit is granted solely on the basis of the requirements of Article 36 of the Environmental Conservation Law and Part 500 of 6 NYCRR (Construction in Flood Plain Areas having Special Flood Hazards - Building Permits) and in no way signifies that the project will be free from flooding.

15. By acceptance of this permit the permittee agrees that the permit is contingent upon strict compliance with the special conditions on the reverse side.

SPECIAL CONDITIONS

16. Sedimentation basin will be constructed at the downstream end of the project before any other work is undertaken. Basin will be cleaned as often as required to allow it to function as a sediment trap.
17. No spoil shall be placed within the limits of the delineated flood plain nor placed in a manner which will allow it to enter any watercourse.
18. Raw banks shall be protected either by suitable rock rip-rap or shall be mulched and seeded.
- *19. All disturbed banks shall have a slope not greater than 3 on 1.
↳ (grassed would be a better word - telephone call to Brad Griffen - 12/16/75)
20. The permit will specifically apply to the works of the permittee and to the subsequent utility relocations by New York Telephone and Buckeye Pipeline. A separate permit is issued to Niagara Mohawk Power Corporation for such relocation as occasioned by this project.

cc: W. Hicks
S. Free
H. Carroll
ECO Millbower
ECO Eberhard
Gene Pellike - NY Telephone Co.
Raymond M. Nesci - Niagara Mohawk Power Corp.
G. W. Florida - Buckeye Pipeline
Douglas Wickman - Calocerinos & Spina ✓

* rip-rapped slopes can be
placed on greater than 3 on 1.

PERMIT ISSUE DATE	PERMIT ADMINISTRATOR	ADDRESS
10, 1975	<i>[Signature]</i>	Environmental Analysis Unit PO Box 1169, Corvallis, OR 97331 RACER0060269

JANUARY 18, 1977

ELEVENTH AND FINAL ESTIMATE

CONTRACT NO. 8
BEAR TRAP-LEY CREEK DRAINAGE DISTRICT

COUNTY OF ONONDAGA
NEW YORK

TO THE COUNTY OF ONONDAGA:

Pursuant to the terms of the Contract dated January 1, 1976 by and between the County of Onondaga, New York and Empire Pipeline Corporation, Contractor for the construction of Contract No. 8, Bear Trap-Ley Creek Drainage District, we hereby submit the Eleventh and Final Estimate for work completed through December 15, 1976:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Clearing and Grubbing to Include Off-Site Disposal	100%	L.S.	50,742.00	50,742.00
2.	Channel Excavation and Off-Site Disposal	226,025.0	c.y.	0.80	180,820.00
3.	Hand Placed Riprap (heavy)	2,642.23	c.y.	90.00	237,800.70
4.	Grouted Riprap	287.11	c.y.	100.00	28,711.00
5.	Filter Bed Material (Min. Bid-\$3.00/c.y.)	105.44	c.y.	5.00	527.20
6.	Seeding and Soil Stabilization	18,944.00	s.y.	1.20	22,732.80
7.	Seeding and Mulching	10,791.00	s.y.	1.00	10,791.00
8.	Ditching	708.00	l.f.	10.00	7,080.00
9.	Relocation of 12" Water Main	100%	L.S.	7,000.00	7,000.00
10.	Miscellaneous Excavation (Min. Bid-\$2.00/c.y.)	100.00	c.y.	10.00	1,000.00
11.	Miscellaneous Work	100%	L.S.	91,000.00	91,000.00
	CHANGE ORDER NO. 1	2,642.23	c.y.	(-25.00)	(-66,055.75)
	TOTAL AMOUNT OF WORK DONE TO DATE				\$572,148.95
	Less 5% Retained				28,607.45
					\$543,541.50
	Amount Recommended for Payment - Previous Estimates				447,624.90
	Amount Due Contractor - Eleventh and Final Estimate				\$ 95,916.60

EMPIRE PIPELINE CORPORATION

BY: *J. M. V. [Signature]*TITLE: *Exec. Vice Pres.*DATE: *1-27-77*

CALOCERINOS & SPINA
Consulting Engineers

Emanuel J. Calocerinos
Emanuel J. Calocerinos, P.E.

125.141

DECEMBER 11, 1976

TENTH ESTIMATE

CONTRACT NO. 8
BEAR TRAP-LEY CREEK DRAINAGE DISTRICT

COUNTY OF ONONDAGA
NEW YORK

TO THE COUNTY OF ONONDAGA:

Pursuant to the terms of the Contract dated January 1, 1976 by and between the County of Onondaga, New York and Empire Pipeline Corporation, Contractor for the construction of Contract No. 8, Bear Trap-Ley Creek Drainage District, we hereby submit the Tenth Estimate for work completed through December 3, 1976:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Clearing and Grubbing to Include Off-Site Disposal	100%	L.S.	50,742.00	50,742.00
2.	Channel Excavation and Off-Site Disposal (226,025) ^{EMP}	208,269.00	c.y.	0.80	166,615.20
3.	Hand Placed Riprap (heavy) (264223) ^{EMP}	2,300.00	c.y.	90.00	207,000.00
4.	Grouted Riprap (287) ^{EMP}	0	c.y.	100.00	0.00
5.	Filter Bed Material (Min. Bid-\$3.00/c.y.) (107) ^{EMP}	0	c.y.	5.00	0.00
6.	Seeding and Soil Stabilization	18,944.00	s.y.	1.20	22,732.80
7.	Seeding and Mulching	10,791.00	s.y.	1.00	10,791.00
8.	Ditching	708.00	l.f.	10.00	7,080.00
9.	Relocation of 12" Water Main	100%	L.S.	7,000.00	7,000.00
10.	Miscellaneous Excavation (Min. Bid-\$2.00/c.y.)	100.00	c.y.	10.00	1,000.00
11.	Miscellaneous Work	90%	L.S.	91,000.00	81,900.00
	CHANGE ORDER NO. 1	2,300.00	c.y.	25.00	(-57,500.00)
	TOTAL AMOUNT OF WORK DONE TO DATE				\$497,361.00
	Less 10% Retained				49,736.10
					\$447,624.90
	Amount Recommended for Payment-Previous Estimates				411,235.56
	Amount Due Contractor - Tenth Estimate				\$ 36,389.34

EMPIRE PIPELINE CORPORATION

BY: Therese WilsonTITLE: Vice President of AdministrationDATE: 12/15/76CALOCERINOS & SPINA
Consulting EngineersEmanuel J. Calocerinos
Emanuel J. Calocerinos, P.E.

NOVEMBER 9, 1976

NINTH ESTIMATE

CONTRACT NO. 8
BEAR TRAP-LEY CREEK DRAINAGE DISTRICT

COUNTY OF ONONDAGA
NEW YORK

TO THE COUNTY OF ONONDAGA:

Pursuant to the terms of the Contract dated January 1, 1976 by and between the County of Onondaga, New York and Empire Pipeline Corporation, Contractor for the construction of Contract No. 8, Bear Trap-Ley Creek Drainage District, we hereby submit the Ninth Estimate for work completed through November 6, 1976:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Clearing and Grubbing to Include Off-Site Disposal	100%	L.S.	50,742.00	50,742.00
2.	Channel Excavation and Off-Site Disposal	208,269.00	c.y.	0.80	166,615.20
3.	Hand Placed Riprap (heavy)	1,677.96	c.y.	90.00	151,016.40
4.	Grouted Riprap	0	c.y.	100.00	0.00
5.	Filter Bed Material (Min. Bid-\$3.00/c.y.)	0	c.y.	5.00	0.00
6.	Seeding and Soil Stabilization	18,944.00	s.y.	1.20	22,732.80
7.	Seeding and Mulching	10,791.00	s.y.	1.00	10,791.00
8.	Ditching	708.00	l.f.	10.00	7,080.00
9.	Relocation of 12" Water Main	100%	L.S.	7,000.00	7,000.00
10.	Miscellaneous Excavation (Min. Bid-\$2.00/c.y.)	100.00	c.y.	10.00	1,000.00
11.	Miscellaneous Work	.90%	L.S.	91,000.00	81,900.00
	CHANGE ORDER NO. 1	1,677.96	c.y.	25.00	(-41,949.00)
TOTAL AMOUNT OF WORK DONE TO DATE					\$456,928.40
Less 10% Retained					45,692.84
					\$411,235.56
Amount Recommended for Payment-Previous Estimates					362,909.93
Amount Due Contractor - Ninth Estimate					\$ 48,325.63

EMPIRE PIPELINE CORPORATION

BY: *[Signature]*TITLE: *Pres.*DATE: *Nov 10, 1976*

CALOCERINOS & SPINA
Consulting Engineers

[Signature]
Emanuel J. Calocerinos, P.E.

OCTOBER 26, 1976

EIGHTH ESTIMATE

CONTRACT NO. 8
BEAR TRAP-LEY CREEK DRAINAGE DISTRICT

COUNTY OF ONONDAGA
NEW YORK

TO THE COUNTY OF ONONDAGA:

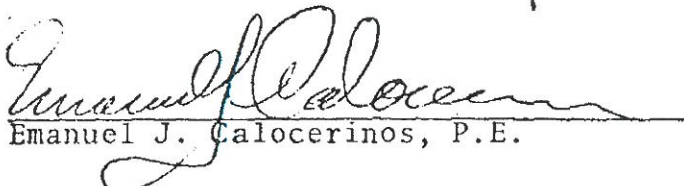
Pursuant to the terms of the Contract dated January 1, 1976 by and between the County of Onondaga, New York and Empire Pipeline Corporation, Contractor for the construction of Contract No. 8, Bear Trap-Ley Creek Drainage District, we hereby submit the Eighth Estimate for work completed through October 23, 1976:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Clearing and Grubbing to Include Off-Site Disposal	100%	L.S.	50,742.00	50,742.00
2.	Channel Excavation and Off-Site Disposal	170,799.70	c.y.	0.80	136,639.76
3.	Hand Placed Riprap(heavy)	1,375.46	c.y.	90.00	123,791.40
4.	Grouted Riprap	0	c.y.	100.00	0.00
5.	Filter Bed Material (Min. Bid-\$3.00/c.y.)	0	c.y.	5.00	0.00
6.	Seeding and Soil Stabilization	15,563.00	s.y.	1.20	18,675.60
7.	Seeding and Mulching	10,791.00	s.y.	1.00	10,791.00
8.	Ditching	708.00	l.f.	10.00	7,080.00
9.	Relocation of 12" Water Main	100%	L.S.	7,000.00	7,000.00
10.	Miscellaneous Excavation (Min. Bid-\$2.00/c.y.)	100.00	c.y.	10.00	1,000.00
11.	Miscellaneous Work	90%	L.S.	91,000.00	81,900.00
	Change Order No. 1				(-34,386.50)
	TOTAL AMOUNT OF WORK DONE TO DATE				\$403,233.26
	Less 10% Retained				40,323.33
					\$362,909.93
	Amount Recommended for Payment - Previous Estimates				324,995.27
	Amount Due Contractor - Eighth Estimate				\$ 37,914.66

EMPIRE PIPELINE CORPORATION

BY: TITLE: Pres.DATE: 10/26/76

CALOCERINOS & SPINA
Consulting Engineers


Emanuel J. Calocerinos, P.E.

OCTOBER 8, 1976

SEVENTH ESTIMATE

CONTRACT NO. 8
BEAR TRAP-LEY CREEK DRAINAGE DISTRICT

COUNTY OF ONONDAGA
NEW YORK

TO THE COUNTY OF ONONDAGA:

Pursuant to the terms of the Contract dated January 1, 1976 by and between the County of Onondaga, New York and Empire Pipeline Corporation, Contractor for the construction of Contract No. 8, Bear Trap-Ley Creek Drainage District, we hereby submit the Seventh Estimate for work completed through:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Clearing and Grubbing to Include Off-Site Disposal	100%	L.S.	50,742.00	50,742.00
2.	Channel Excavation and Off-Site Disposal	146,453.70	c.y.	0.80	117,162.96
3.	Hand Placed Riprap (heavy)	1,375.46	c.y.	90.00	123,791.40
4.	Grouted Riprap	0	c.y.	100.00	0.00
5.	Filter Bed Material (Min. Bid-\$3.00/c.y.)	0	c.y.	5.00	0.00
6.	Seeding and Soil Stabilization	5,830.00	s.y.	1.20	6,996.00
7.	Seeding and Mulching	0	s.y.	1.00	0.00
8.	Ditching	708.00	l.f.	10.00	7,080.00
9.	Relocation of 12" Water Main	100%	L.S.	7,000.00	7,000.00
10.	Miscellaneous Excavation (Min. Bid-\$2.00/c.y.)	82.00	c.y.	10.00	820.00
11.	Miscellaneous Work	90%	L.S.	91,000.00	81,900.00
	CHANGE ORDER NO. 1	1,375.46	c.y.	25.00	(-34,386.50)
	TOTAL AMOUNT OF WORK DONE TO DATE				\$361,105.86
	Less 10% Retained				36,110.59
	Amount Recommended for Payment - Previous Estimates				\$324,995.27
	Amount Due Contractor - Seventh Estimate				289,012.77
					\$ 35,982.50

EMPIRE PIPELINE CORPORATION

BY: Anthony MucedolaTITLE: V. P.DATE: OCT 8, 1976

CALOCERINOS & SPINA
Consulting Engineers

Emanuel J. Calocerinos
Emanuel J. Calocerinos, P.E.

SEPTEMBER 24, 1976

SIXTH ESTIMATE

CONTRACT NO. 8
BEAR TRAP-LEY CREEK DRAINAGE DISTRICT

COUNTY OF ONONDAGA
NEW YORK

TO THE COUNTY OF ONONDAGA:

Pursuant to the terms of the Contract dated January 1, 1976 by and between the County of Onondaga, New York and Empire Pipeline Corporation, Contractor for the construction of Contract No. 8, Bear Trap-Ley Creek Drainage District, we hereby submit the Sixth Estimate for work completed through September 22, 1976:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Clearing and Grubbing to Include Off-Site Disposal	100%	L.S.	50,742.00	50,742.00
2.	Channel Excavation and Off-Site Disposal	111,123.0	c.y.	0.80	88,898.40
3.	Hand Placed Riprap(heavy)	1,375.46	c.y.	90.00	123,791.40
4.	Grouted Riprap	0	c.y.	100.00	0.00
5.	Filter Bed Material (Min. Bid-\$3.00/c.y.)	0	c.y.	5.00	0.00
6.	Seeding and Soil Stabilization	0	s.y.	1.20	0.00
7.	Seeding and Mulching	0	s.y.	1.00	0.00
8.	Ditching	236.0	l.f.	10.00	2,360.00
9.	Relocation of 12" Water Main	100%	L.S.	7,000.00	7,000.00
10.	Miscellaneous Excavation (Min. Bid-\$2.00/c.y.)	82.0	c.y.	10.00	820.00
11.	Miscellaneous Work	90%	L.S.	91,000.00	81,900.00
	CHANGE ORDER NO. 1	1,375.46	c.y.	25.00	(-34,386.50)
	TOTAL AMOUNT OF WORK DONE TO DATE				\$321,125.30
	Less 10% Retained				32,112.53
					\$289,012.77
	Amount Recommended for Payment - Previous Estimates				263,871.81
	Amount Due Contractor - Sixth Estimate				\$ 25,140.96

EMPIRE PIPELINE CORPORATION

BY: *Harold L. Blum*TITLE: *Pres*DATE: *Sept. 27, 1976*

CALOCERINOS & SPINA
Consulting Engineers

Emanuel J. Calocerinos
Emanuel J. Calocerinos, P.E.

SEPTEMBER 8, 1976

FIFTH ESTIMATE

CONTRACT NO. 8
BEAR TRAP-LEY CREEK DRAINAGE DISTRICT

COUNTY OF ONONDAGA
NEW YORK

TO THE COUNTY OF ONONDAGA:

Pursuant to the terms of the Contract dated January 1, 1976 by and between the County of Onondaga, New York and Empire Pipeline Corporation, Contractor for the construction of Contract No. 8, Bear Trap-Ley Creek Drainage District, we hereby submit the Fifth Estimate for work completed through September 4, 1976:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Clearing and Grubbing to Include Off-Site Disposal	100%	L.S.	50,742.00	50,742.00
2.	Channel Excavation and Off-Site Disposal	79,155.0	c.y.	0.80	63,324.00
3.	Hand Placed Riprap (heavy)	1,375.46	c.y.	90.00	123,791.40
4.	Grouted Riprap	0	c.y.	100.00	0.00
5.	Filter Bed Material (Min. Bid-\$3.00/c.y.)	0	c.y.	5.00	0.00
6.	Seeding and Soil Stabilization	0	s.y.	1.20	0.00
7.	Seeding and Mulching	0	s.y.	1.00	0.00
8.	Ditching	0	l.f.	10.00	0.00
9.	Relocation of 12" Water Main	100%	L.S.	7,000.00	7,000.00
10.	Miscellaneous Excavation (Min. Bid-\$2.00/c.y.)	82.0	c.y.	10.00	820.00
11.	Miscellaneous Work	90%	L.S.	91,000.00	81,900.00
	Change Order No. 1	1,375.46	c.y.	25.00	(-34,386.50)
	TOTAL AMOUNT OF WORK DONE TO DATE				\$293,190.90
	Less 10% Retained				29,319.09
					\$263,871.81
	Amount Recommended for Payment - Previous Estimates				236,362.23
	Amount Due Contractor - Fifth Estimate				\$ 27,509.58

EMPIRE PIPELINE CORPORATION

BY: [Signature]TITLE: PresDATE: September 9, 1976

CALOCERINOS & SPINA
Consulting Engineers

[Signature]
Emanuel J. Calocerinos, P.E.

AUGUST 24, 1976 .

FOURTH ESTIMATE

CONTRACT NO. 8
BEAR TRAP-LEY CREEK DRAINAGE DISTRICT

COUNTY OF ONONDAGA
NEW YORK

TO THE COUNTY OF ONONDAGA:

Pursuant to the terms of the Contract dated January 1, 1976 by and between the County of Onondaga, New York and Empire Pipeline Corporation, Contractor for the construction of Contract No. 8, Bear Trap-Ley Creek Drainage District, we hereby submit the Fourth Estimate for work completed through August 20, 1976:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Clearing and Grubbing to Include Off-Site Disposal	100%	L.S.	50,742.00	50,742.00
2.	Channel Excavation and Off-Site Disposal	45,624.0	c.y.	0.80	36,499.20
3.	Hand Placed Riprap (heavy)	1,317.9	c.y.	90.00	118,611.00
4.	Grouted Riprap	0	c.y.	100.00	0.00
5.	Filter Bed Material (Min. Bid-\$3.00/c.y.)	0	c.y.	5.00	0.00
6.	Seeding and Soil Stabilization	0	s.y.	1.20	0.00
7.	Seeding and Mulching	0	s.y.	1.00	0.00
8.	Ditching	0	l.f.	10.00	0.00
9.	Relocation of 12" Water Main	100%	L.S.	7,000.00	7,000.00
10.	Miscellaneous Excavation (Min. Bid-\$2.00/c.y.)	82.0	c.y.	10.00	820.00
11.	Miscellaneous Work	90%	L.S.	91,000.00	81,900.00
	CHANGE ORDER NO. 1	1,317.9	c.y.	25.00	(-32,947.50)
	TOTAL AMOUNT OF WORK DONE TO DATE				\$262,624.70
	Less 10% Retained				26,262.47
					\$236,362.23
	Amount Recommended for Payment - Previous Estimates				165,150.18
	Amount Due Contractor - Fourth Estimate				\$ 71,212.05

EMPIRE PIPELINE CORPORATION

BY: [Signature]TITLE: Pres.DATE: Aug 25, 1976

CALOCERINOS & SPINA
Consulting Engineers

[Signature]
Emanuel J. Calocerinos, P.E.

AUGUST 11, 1976

THIRD ESTIMATE

CONTRACT NO. 8
BEAR TRAP-LEY CREEK DRAINAGE DISTRICT

ONONDAGA COUNTY
NEW YORK

TO THE COUNTY OF ONONDAGA:

Pursuant to the terms of the Contract dated January 1, 1976 by and between the County of Onondaga, New York and Empire Pipeline Corporation, Contractor for the construction of Contract No. 8, Bear Trap-Ley Creek Drainage District, we hereby submit the Third Estimate for work completed through August 10, 1976:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Clearing and Grubbing to include Off-Site Disposal	100%	L.S.	50,742.00	50,742.00
2.	Channel Excavation and Off-Site Disposal	35,816.5	c.y.	0.80	28,653.20
3.	Hand Placed Riprap (heavy)	329.0	c.y.	90.00	29,610.00
4.	Grouted Riprap	0	c.y.	100.00	0.00
5.	Filter Bed Material (Min. Bid-\$3.00/c.y.)	0	c.y.	5.00	0.00
6.	Seeding and Soil Stabilization	0	s.y.	1.20	0.00
7.	Seeding and Mulching	0	s.y.	1.00	0.00
8.	Ditching	0	l.f.	10.00	0.00
9.	Relocation of 12" Water Main	0	L.S.	7,000.00	0.00
10.	Miscellaneous Excavation (Min. Bid-\$2.00/c.y.)	82.0	c.y.	10.00	820.00
11.	Miscellaneous Work	90.0	L.S.	91,000.00	81,900.00
	CHANGE ORDER NO. 1 (Credit)	329.0	c.y.	25.00	(-8,225.00)
	TOTAL AMOUNT OF WORK DONE TO DATE				\$183,500.20
	Less 10% Retained				18,350.02
	Amount Recommended for Payment - Previous Estimates				\$165,150.18
	Amount Due Contractor - Third Estimate				131,134.14
					\$ 34,016.04

EMPIRE PIPELINE CORPORATION

BY: [Signature]
TITLE: Pres
DATE: 8/16/76

CALOCERINOS & SPINA
Consulting Engineers ^{R3}

[Signature]
Emanuel J. Calocerinos, P.E.

JULY 27, 1976

SECOND ESTIMATE

CONTRACT NO. 8
BEAR TRAP-LEY CREEK DRAINAGE DISTRICT

ONONDAGA COUNTY
NEW YORK

TO THE COUNTY OF ONONDAGA:

Pursuant to the terms of the Contract dated January 1, 1976 by and between the County of Onondaga, New York and Empire Pipeline Corporation, Contractor for the construction of Contract No. 8, Bear Trap-Ley Creek Drainage District, we hereby submit the Second Estimate for work completed through July 24, 1976:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Clearing and Grubbing to Include Off-Site Disposal	100%	L.S.	50,742.00	50,742.00
2.	Channel Excavation and Off-Site Disposal	19,284.5	c.y.	0.80	15,427.60
*3.	Hand Placed Riprap (heavy)	329.0	c.y.	65.00	21,385.00
4.	Grouted Riprap	0	c.y.	100.00	0.00
5.	Filter Bed Material (Min. Bid-\$3.00/c.y.)	0	c.y.	5.00	0.00
6.	Seeding and Soil Stabilization	0	s.y.	1.20	0.00
7.	Seeding and Mulching	0	s.y.	1.00	0.00
8.	Ditching	0	l.f.	10.00	0.00
9.	Relocation of 12" Water Main	0	L.S.	7,000.00	0.00
10.	Miscellaneous Excavation (Min. Bid-\$2.00/c.y.)	82.0	c.y.	10.00	820.00
11.	Miscellaneous Work	63%	L.S.	91,000.00	57,330.00

TOTAL AMOUNT OF WORK DONE TO DATE
Less 10% Retained

\$145,704.60
14,570.46

Amount Recommended for Payment - Previous Estimates
Amount Due Contractor - Second Estimate

\$131,134.14
85,591.53
\$ 45,542.61

*As Modified per Change Order No. 1

EMPIRE PIPELINE CORPORATION

BY:

TITLE:

DATE:

CALOCERINOS & SPINA
Consulting Engineers

Emanuel J. Calocerinos, P.E.

MAY 7, 1976

FIRST ESTIMATE

CONTRACT NO. 8
BEAR TRAP-LEY CREEK DRAINAGE DISTRICT

ONONDAGA COUNTY
NEW YORK

TO THE COUNTY OF ONONDAGA:

Pursuant to the terms of the Contract dated January 1, 1976 by and between the County of Onondaga, New York and Empire Pipeline Corporation, Contractor for the construction of Contract No. 8, Bear Trap-Ley Creek Drainage District, we hereby submit the First Estimate for work completed through May 7, 1976:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Clearing and Grubbing to Include Off-Site Disposal	95%	L.S.	50,742.00	48,204.90
2.	Channel Excavation and Off-Site Disposal	2,996.0	c.y.	0.80	2,396.80
3.	Hand Placed Riprap (Heavy)	0	c.y.	90.00	0.00
4.	Grouted Riprap	0	c.y.	100.00	0.00
5.	Filter Bed Material (Min. Bid-\$3.00/c.y.)	0	c.y.	5.00	0.00
6.	Seeding and Soil Stabilization	0	s.y.	1.20	0.00
7.	Seeding and Mulching	0	s.y.	1.00	0.00
8.	Ditching	0	l.f.	10.00	0.00
9.	Relocation of 12" Water Main	0%	L.S.	7,000.00	0.00
10.	Miscellaneous Excavation (Min. Bid-\$2.00/c.y.)	82.0	c.y.	10.00	820.00
11.	Miscellaneous Work	48%	L.S.	91,000.00	43,680.00

TOTAL AMOUNT OF WORK DONE TO DATE
Less 10% Retained

\$95,101.70
9,510.17

Amount Recommended for Payment - Previous Estimates
Amount Due Contractor - First Estimate

\$85,591.53
0.00
\$85,591.53

EMPIRE PIPELINE CORPORATION

BY: Harold K. KumpTITLE: Pres.DATE: May 10, 1976

CALOCERINOS & SPINA
Consulting Engineers

Emanuel J. Calocerinos
Emanuel J. Calocerinos, P.E.

EMPIRE PIPELINE CORPORATION

BOX 207
LIVERPOOL, NEW YORK 13088



TELEPHONE:
AREA CODE: 315-652-6544

RECEIVED
APR 16 1976
CALOCERINOS & SPINA
April 14, 1976 CONSULTING ENGINEERS

Mr. Michael Calocerinos
Calocerinos and Spina
1000 Seventh North Street
Liverpool, New York 13088

Re: Bear Trap project

Dear Mike:

Enclosed are the names of all property owners that have requested fill on the Bear Trap project. This represents all property owners except three on the job. There are two areas which will not take fill because they are fully developed and paved.

One property owner awaits the outcome of a sale to the County of his land before making his decision. His name is Mr. Masterpole.

Thank you.

WJG:jl
Enc.

Very truly yours,

William J. Grago, Jr.
Executive Vice President

EMPIRE PIPELINE CORPORATION

EMPIRE PIPELINE CORPORATION

P. O. BOX 207 • LIVERPOOL, NEW YORK 13088 • (315) 652-6544

MEMORANDUM

TO Bill Grago

RE: Fill Request at Bear Trap-Ley Creek, Contract #8

DATE April 14, 1976

Dear Bill:

Here is the list you requested of the property owners requiring fill:

<u>Request No.</u>	<u>Property Owner</u>	<u>Proximate Stationing</u>
1.	Frank J. Tylanda, Sr. 304 S. Orchard Road Syracuse, N. Y.	2+00 - 0+70 south
2.	Frel Properties, Inc. (Eagan Real Estate) Bill Moloney	8+00 to end, east
3.	Office Park Corp. (Brookman Realty Corp.) Mr. Brookman 6563 Ridings Road Syracuse, N. Y.	70+80 - 78+50 south
4.	Erie Blvd. Corp. (Baldwin-Hall) Ed Carson Robert Baldwin, Jr.	78+60 - 82+40 south
5.	Wilson & Card, Inc. Malcolm Wilson Bob Horsma Bill Card	88+00 - 88+90 west

Ted Wilson

Note: Called T. Wilson on 4/29/76 -

*F. J. Tylanda Sr. - 2+00 to 0+70 Adjacent to Cambridge Ave. Abutting
Ley Creek*

*Frel Properties Inc. Between the Arterial and T&E Bell Road.
(295)*

To: F. J. Calocerinos

Date: April 22, 1976

Job: BTLCDD

From: D. R. Wickman

Subject: Flood Plain Filling
6M Circle

File: 125.141 G

PLEASE NOTE:

We have reviewed the effect filling of properties on the attached list will have on flood levels, assuming that Cont. No. 8 is complete, we have found that it will not be significant.

- 1) Approximately 1900 acre-ft of runoff will pass Town Line Rd. in a ten year storm as we define it. Filling of the properties in question will eliminate approximately 25 acre-ft of storage or 1.3% of the total. To realize

REPLY (if necessary)

and significant benefit from storage 10-20% of the storm must be stored.

- 2) Reduction of channel cross-section as a result of the filling will raise levels upstream .03' in a ten year storm & a 100 year storm.

(To be filed only after names have been checked)

PARTNERS

Frank J. Spina, P.E.
Emanuel J. Calocerinos, P.E.

ASSOCIATES

Robert E. Ragan, P.E.
Richard M. Baldwin, P.E.
Daniel M. Francis

January 26, 1976

MEMO

TO: Preconstruction Conference
January 14, 1976
In the Office of
Onondaga County
Department of Drainage and Sanitation
125 Elwood Davis Road
North Syracuse, New York

PREPARED BY: Ronald E. Rabideau
Calocerinos & Spina

PROJECT: BEAR TRAP-LEY CREEK DRAINAGE DISTRICT
CONTRACT NO. 8

FILE: 125.141

THOSE PRESENT: Mr. K. Kaufman -- Onondaga County
Mr. J. Daly -- Onondaga County
Mr. J. Rogers -- Onondaga County
Mr. H. Wynn -- Empire Pipeline Corporation
Mr. A. Mucedola -- Empire Pipeline Corporation
Mr. W. Grago -- Empire Pipeline Corporation
Mr. D. Pape -- Buckeye Pipeline
Mr. E. Calocerinos -- Calocerinos & Spina
Mr. R. Baldwin -- Calocerinos & Spina
Mr. D. Wickman -- Calocerinos & Spina
Mr. R. Rabideau -- Calocerinos & Spina

Mr. R. Baldwin generally described the project and reviewed the Special Conditions of the Contract.

It was noted that all permits have been received and all Rights-of-Way except for the Town of Salina Garage and the Body Shop have been obtained.

Mr. D. Pape stated that Buckeye is ready to start the relocation of their 10-inch gas line as soon as Empire completes excavation of the retention lagoon. This will be coordinated with Empire.

New York Telephone relocation should be completed by January 15, 1976.

Niagara Mohawk relocation is anticipated by the middle of March.

Mr. Bud Wynn stated that excavation of the retention lagoon will start Monday, January 19, 1976 and should be completed in 3 days. The debris screen will be installed prior to channel excavation. The water main will be completed next with the site clearing to follow.

Mr. A. Mucedola stated that excavation will be started at the upstream end (Route 298) with the exception of a restricted section downstream of Town Line Road, which will be done first to prevent flooding upstream.

The Contractor's schedule was reviewed and Mr. K. Kaufman pointed out that due to legal pressures resulting from possible law suits, steps may have to be taken to assure completion by July 12, 1976.

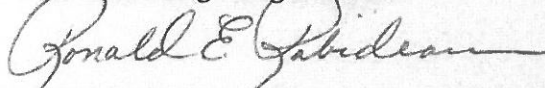
Mr. B. Wynn assured him that there would be no problem in meeting the completion time and they would do everything necessary to meet that date. Channel excavation will start prior to May if the weather permits.

Mr. E. Calocerinos stated that he would not have any comments on the schedule until he determined whether or not it is feasible and then he would advise the County Attorney.

The minutes have been recorded from notes taken during the meeting. Should there be any corrections or additions, please contact the writer.

Respectfully submitted,

CALOCERINOS & SPINA
Consulting Engineers



Ronald E. Rabideau
Resident Engineer

RER:st

cc: All Present

PARTNERSFrank J. Spina, P.E.
Emanuel J. Calocerinos, P.E.**ASSOCIATES**Robert E. Ragan, P.E.
Richard M. Baldwin, P.E.
Daniel M. Francis

January 26, 1976

MEMO

TO: Preconstruction Conference
January 14, 1976
In the Office of
Onondaga County
Department of Drainage and Sanitation
125 Elwood Davis Road
North Syracuse, New York

PREPARED BY: Ronald E. Rabideau
Calocerinos & Spina

PROJECT: BEAR TRAP-LEY CREEK DRAINAGE DISTRICT
CONTRACT NO. 8

FILE: 125.141

THOSE PRESENT:

Mr. K. Kaufman	-- Onondaga County
Mr. J. Daly	-- Onondaga County
Mr. J. Rogers	-- Onondaga County
Mr. H. Wynn	-- Empire Pipeline Corporation
Mr. A. Mucedola	-- Empire Pipeline Corporation
Mr. W. Grago	-- Empire Pipeline Corporation
Mr. D. Pape	-- Buckeye Pipeline
Mr. E. Calocerinos	-- Calocerinos & Spina
✓ Mr. R. Baldwin	-- Calocerinos & Spina
Mr. D. Wickman	-- Calocerinos & Spina
Mr. R. Rabideau	-- Calocerinos & Spina

Mr. R. Baldwin generally described the project and reviewed the Special Conditions of the Contract.

It was noted that all permits have been received and all Rights-of-Way except for the Town of Salina Garage and the Body Shop have been obtained.

Mr. D. Pape stated that Buckeye is ready to start the relocation of their 10-inch gas line as soon as Empire completes excavation of the retention lagoon. This will be coordinated with Empire.

New York Telephone relocation should be completed by January 15, 1976.

Niagara Mohawk relocation is anticipated by the middle of March.

Mr. Bud Wynn stated that excavation of the retention lagoon will start Monday, January 19, 1976 and should be completed in 3 days. The debris screen will be installed prior to channel excavation. The water main will be completed next with the site clearing to follow.

Mr. A. Mucedola stated that excavation will be started at the upstream end (Route 298) with the exception of a restricted section downstream of Town Line Road, which will be done first to prevent flooding upstream.

The Contractor's schedule was reviewed and Mr. K. Kaufman pointed out that due to legal pressures resulting from possible law suits, steps may have to be taken to assure completion by July 12, 1976.

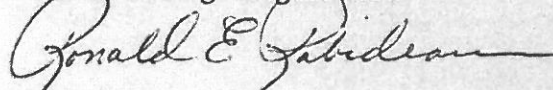
Mr. B. Wynn assured him that there would be no problem in meeting the completion time and they would do everything necessary to meet that date. Channel excavation will start prior to May if the weather permits.

Mr. E. Calocerinos stated that he would not have any comments on the schedule until he determined whether or not it is feasible and then he would advise the County Attorney.

The minutes have been recorded from notes taken during the meeting. Should there be any corrections or additions, please contact the writer.

Respectfully submitted,

CALOCERINOS & SPINA
Consulting Engineers



Ronald E. Rabideau
Resident Engineer

RER:st

cc: All Present

EMPIRE PIPELINE CORPORATION

BOX 207

LIVERPOOL, NEW YORK 13088



TELEPHONE:

AREA CODE: 315 — 652-6544

Public relations letter and Schedule of Operations for the:

Bear Trap-Ley Creek Drainage District,
Contract #8

County of Onondaga
Towns of Salina and Dewitt

Sent to:

Calocerinos & Spina
1020 7th North Street
Liverpool, N.Y. 13088
Att: Dick Baldwin, P.E.

457-6711

TOWN OF SALINA

Evelyn Wiegand, Town Clerk 457-2710
913 Liverpool Rd.
Liverpool, NY 13088

Buckeye Pipe Line Company
100 Buckeye Road
P.O. Box 368
Emmaus, Pa. 18049
Att: C.R. Williamson

Mario St. Angelo, Supt. Hwy. Dept.
601 Factory Avenue
Syracuse, N.Y. 13208 455-5525

Buckeye Pipe Line Co.
475 Solar St.
Syracuse, N. Y.
Att: Bill Bennett

411-8618

Floyd Chetwin, Supt. Water Dept.
913 Liverpool Rd.
Liverpool, N.Y. 13088 451-0950

Buckeye Pipe Line Co.
Gates Road
R.D. #6
Auburn, N. Y. 13021
Att: R.L. Baughman

1-253-5395

Niagara Mohawk Power Corp. 474-1511
301 Erie Blvd. West
Syracuse, N.Y. 13202
Att: Ron Shultz

Buckeye - Brewerton
Buckeye - Liverpool

676-7650

622-2590

N. Y. Telephone Company 422-1715
413 East Fayette Street
Syracuse, N. Y.

The Young Agency, Inc.
516 Prospect Avenue
Syracuse, N. Y. 13208
Att: George Schunck

474-3374

Onon. Co. Sheriff's Dept. 477-7676
511 South State Street
Syracuse, N.Y.

UFPO
3650 James Street
Syracuse, N. Y. 13206
Att: Marian, Norma

437-7333

TOWN OF DEWITT

Onon. Co. Dept. of Drainage & San.
125 Elwood Davis Road
North Syracuse, N.Y. 13212

477-7574

Marion Dean, Town Clerk 446-3826
6565 Kinne Rd.
Dewitt, N.Y. 13214

OCWA
Malden & Town Line Roads
Syracuse 13211
Att: James Welch, Chf. Adm.

455-7061

John Goode, Supt. Water Dept.
(same address) 446-3734

Ted Marsh, Supt. Hwy. Dept.
Burnet Avenue 437-8331
East Syracuse, NY 13057

Metropolitan Water Board 652-8656
Route 31, Soule Road
Clay, N. Y. 13041

EMPIRE PIPELINE CORPORATION

BOX 207

LIVERPOOL, NEW YORK 13088



TELEPHONE:

AREA CODE: 315 — 652-6544

January 13, 1976

RECEIVED

JAN 14 1976

CALOCERINOS & SPINA
CONSULTING ENGINEERSCalocerinos & Spina
1020 7th North Street
Liverpool, New York 13088

Attention: Mr. Richard Baldwin

Dear Mr. Baldwin:

As per your request, I am sending you our formal assurance that the deadline dates indicated in our schedule of operations, submitted to your office on January 12, 1976, will be unequivocally met, with the channel excavation, rip-rap, seeding and mulch work being accomplished in the months of June and July. Whatever personnel and equipment may be required to meet anticipated daily production levels will be provided to assure the Contract goals and completion date we have agreed to.

Thank you for your consideration.

Sincerely yours,

Anthony Mucedola,
Vice President of Operations

AM/rkc

TONY CALLED THIS AM (1/14/76)
AND SAID HE WAS SENDING
ANOTHER LETTER TO SUPERSEDE
THIS ONE, AS HE HAD NOT
DISCUSSED THIS WITH BUD & BILL.
HE ASKED THAT THIS LETTER BE
DISREGARDED.

RAB

125.141

EMPIRE PIPELINE CORPORATION

BOX 207

LIVERPOOL, NEW YORK 13088



TELEPHONE:

AREA CODE: 315 — 652-6544

January 12, 1976

RECEIVED
JAN 14 1976
KOS & SPINA
CONSULTING ENGINEERS

NOTICE TO INTERESTED AGENCIES

We wish to inform you of our intention of commencing operations on the Bear Trap-Ley Creek Drainage District, Contract 8, project on January 19, 1976 to facilitate the installation activity of Buckeye Pipeline Company in the area.

We plan to begin excavating the retention lagoon as well as some clearing and grubbing, and utility relocation work in the months of January and February. The bulk of our heavy earth work, however, which would involve excavating the channel as well as rip-rapping the embankments, and final seeding and mulching, will not be accomplished until the months of June and July.

For your convenience we are sending you our projected schedule of operations. Thank you for your consideration.

Sincerely yours,

Anthony Mucedola

Anthony Mucedola,

Vice President of Operations

AM/rkc